



# CITY OF HOUSTON INVITATION TO REVERSE AUCTION

Issued: April 14, 2006

## **Bid Opening**

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 a.m. Thursday, April 27, 2006**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

## **HOSES AND COUPLINGS, HYDRAULIC FOR THE SOLID WASTE MANAGEMENT DEPARTMENT BID INVITATION NO. SC-R-4730-060-21080**

## **Buyer**

Greg Hubbard is the Buyer for this solicitation and he may be reached at 713.247.1736. Any questions regarding this solicitation should be submitted in writing to 713-247-1703 (fax) or via e-mail at [greg.hubbard@cityofhouston.net](mailto:greg.hubbard@cityofhouston.net).

## **Pre-Bid**

There will be no Pre-Bid Conference.

Bidding forms, specifications and all necessary information should be downloaded from the Internet at [www.houstontx.gov/purchasing](http://www.houstontx.gov/purchasing). By registering and downloading this bid document, all updates to this bid document will be automatically forwarded via e-mail to any registered bidder. This information may also be obtained from the office of the City Purchasing Agent, 901 Bagby, Basement, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph B (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph B (6) of said Section 15-3.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

**CITY EMPLOYEES ARE PROHIBITED FROM BIDDING ON THIS SOLICITATION IN ACCORDANCE WITH THE CODE OF ORDINANCES SECTION 15 - 1.**

Bid Documents and Request for Proposals (RFP's) can be downloaded from the Internet at [www.houstontx.gov/purchasing](http://www.houstontx.gov/purchasing)

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SECTION A. – OFFICIAL BID FORM  
SECTION B. – TECHNICAL SPECIFICATIONS  
SECTION C. – GENERAL TERMS & CONDITIONS

**\*NOTE 1: ACTUAL PAGE NUMBERS FOR EACH SECTION MAY CHANGE WHEN THE BID DOCUMENT IS DOWNLOADED FROM THE INTERNET OR BECAUSE OF LETTERS OF CLARIFICATION. THEREFORE, BIDDERS MUST READ THE BID DOCUMENT IN ITS ENTIRETY AND COMPLY WITH ALL THE REQUIREMENTS SET FORTH THEREIN.**

**\*NOTE 2: TO BE CONSIDERED FOR AWARD PLEASE SUBMIT ALL PAGES FROM SECTION A (OFFICIAL BID FORM) INCLUDING THE SIGNATURE PAGE WHICH MUST BE SIGNED BY A COMPANY OFFICIAL AUTHORIZED TO BIND THE COMPANY.**

<b>PRICE LIST ADJUSTMENT</b>
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**EXAMPLE:**

**DISCOUNT**

Cost of Item on Price List	\$	25.00
Percentage Discount		<u>-50%</u>
Cost of Item After Discount	\$	12.50
Fee		<u>-2.00%</u>
Final Cost to the City of Houston	\$	<u>12.25</u>

Maximum Percentage	100%
Final Cost to the City of Houston divided by Cost of Item on Price List %	<u>-49%</u>
Percentage Discount applied to all purchases	<u>-51%</u>

**MARK-UP**

Cost of Item on Price List	\$	25.00
Percentage Increase		<u>15%</u>
Cost of Item After Increase	\$	28.75
Fee		<u>-2.00%</u>
Final Cost to the City of Houston	\$	<u>28.17</u>

Final Cost to the City of Houston divided by Cost of Item on Price List %	112.68%
Maximum Percentage	<u>100%</u>
Percentage Markup applied to all purchases	<u>12.68%</u>

**SECTION A.  
OFFICIAL BID FORM**



**HOSES AND COUPLINGS, HYDRAULIC  
FOR THE  
SOLID WASTE MANAGEMENT DEPARTMENT  
BID INVITATION NO. SC-R-4730-060-21080**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver **Hydraulic Hoses and Couplings, FOB destination point as listed on individual Purchase Orders**, the items listed below in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER SHOULD BE DESIGNATED IN THE SPACE PROVIDED, EVEN IF BIDDING AS SPECIFIED.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said bid to this Bidder at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after the bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

BIDDING AND AWARD:

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire Contract; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

**THIS IS A THIRTY-SIX (36) MONTH CONTRACT**  
**WITH TWO (2) TWELVE (12) MONTH OPTION PERIODS TO RENEW**  
**FIRM PRICES ARE TO BE QUOTED FOR THE FIRST TWELVE (12) MONTH PERIOD**

CITY'S OPTION: Should you be awarded ALL ITEMS you bid, what percent additional discount (if any) would be deducted from each item bid? \_\_\_\_\_%.

CITY PICK UP OPTION:

What additional discount, if any, would you give for items picked up at your location by the City? \_\_\_\_\_% DISCOUNT.

OFFICIAL BID FORM FOR HYDRAULIC HOSES AND COUPLINGS FOR SWM DEPARTMENT (CONTINUED):

PAYMENT OF SUBCONTRACTORS

CONTRACTOR'S/SUPPLIER'S DUTY TO PAY:

Contractor/Supplier shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract Agreement. Contractor/Supplier agrees to protect, defend, and indemnify the City from any claims or liability arising out of Contractor's/Supplier's failure to make such payments. (Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Contractor/Supplier to comply with the decisions of the arbitrator may, at the sole discretion of the City, to be deemed a material breach leading to termination of this Contract Agreement.)

CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

**SECTION B.**  
  
**CITY OF HOUSTON**  
**TECHNICAL SPECIFICATIONS**  
**FOR**  
**HOSES AND COUPLINGS, HYDRAULIC**  
**FOR THE**  
**SOLID WASTE MANAGEMENT DEPARTMENT**  
**BID INVITATION NO. SC-R-4730-060-21080**

**1.0 CRIMPING MACHINES:**

- 1.1 The awarded Contractor/Supplier shall be required to recalibrate all of the City of Houston-owned machines with their fittings, and provide training to City personnel on the proper use of this equipment, at no additional cost to the City of Houston. If the Contractor/Supplier cannot recalibrate these machines to the specifications of their product, loaner machines and training shall be made available to the City of Houston's Solid Waste Management personnel, where there are approximately sixteen (8) machines currently in use.
- 1.2 During times of emergency situations, the awarded Contractor/Supplier shall agree to crimp specialty hoses and fittings at the Contractor's/Supplier's shop.

**SECTION C**  
**CITY OF HOUSTON**  
**GENERAL TERMS AND CONDITIONS**  
**FOR**  
**HOSES AND COUPLINGS, HYDRAULIC**  
**FOR THE**  
**SOLID WASTE MANAGEMENT DEPARTMENT**  
**BID INVITATION NO. SC-R-4730-060-21080**

**1.0 TERM OF AGREEMENT:**

- 1.1 The term of the agreement shall be for a thirty-six (36) month period beginning on or about June 20, 2006. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of this Contract Agreement shall govern. The Contractor/Supplier will not perform against the Contract Agreement without first having received an official City of Houston purchase order. While it is the intent to procure goods/services from the Contract Agreement by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be used. **The City requires that the Contract Agreement prices be honored on all purchases.**
- 1.2 It is emphasized that the City of Houston does not guarantee to purchase any specific quantity of any item listed during the period of this contract agreement; rather, the quantities may vary depending upon the actual needs of the user departments. Contractor/Supplier shall remain obligated to the City under all clauses of this Contract Agreement that expressly or by their nature extend beyond and survive the expiration or termination of the Contract Agreement, including but not limited to warranties and indemnity provisions hereof.

**THIS IS A THIRTY SIX (36) MONTH CONTRACT**  
**WITH TWO (2) TWELVE (12) MONTH OPTION PERIODS TO RENEW**  
**FIRM PRICES ARE TO BE QUOTED FOR THE FIRST TWELVE (12) MONTH PERIOD**

**2.0 OPTIONAL EXTENSION:**

This Contract Agreement may be extended for up to two additional twelve (12) month periods upon acceptance of the Contractor/Supplier and 30-days written notice prior to the expiration of the initial term, or first option period, as applicable from the City Purchasing Agent. A price increase, subject to the provisions of this Contract Agreement, may be requested by the Contractor/Supplier for approval by the City Purchasing Agent at this time. If the price increase is approved by the City Purchasing Agent or if no price increase is requested, a letter of extension will be issued by the City Purchasing Agent for the Contractor's/Supplier's acceptance under the same terms and conditions as the existing Contract Agreement.

**3.0 PRICE LISTS:**

**3.1 Internet-Based Catalog/Price List:**

- 3.1.1 It is the City's desire that all price lists be provided electronically; therefore, if the Contractor/Supplier is submitting a bid on any price list item as an **INTERNET-BASED CATALOG**, it is mandatory that pricing is in a secure format, available to the City of Houston in an **INTRANET** fashion. No custom software should be required to access the electronic catalog. The Contractor/Supplier shall provide the ability for unlimited amount of users to order via on-line

### 3.0 PRICE LISTS (CONTINUED):

#### 3.1 Internet-Based Catalog/Price List (Continued):

communication with the supplier's computer system by the City of Houston's PC terminals, printers, fax, or telephone. The supplier shall also provide the capability to conduct orders using the City of Houston Charge Cards (i.e. VISA, MASTER CARD, AMERICAN EXPRESS).

3.1.2 Contractor/Supplier shall provide initial and on-going training and the set-up of PCs for City of Houston end-users.

3.1.3 Contractor's/Supplier's electronic catalog should include the following features:

3.1.3.1 Support open technology and standards such as Open-Buying on the Internet (OBI)

3.1.3.2 Flexible and robust product search methods

3.1.3.3 Account and user profile control including dollar limit processing

3.1.3.4 On-line ordering using a shopping cart utility

3.1.3.5 On-line order/usage history reporting

3.1.3.6 Notification of price changes in accordance to City of Houston terms and conditions

3.1.3.7 Help functions

3.1.3.8 Order processing using the City's Procurement Card

3.2 The Contractor/Supplier shall furnish Price Lists to the Pricing Section of the Strategic purchasing Division for distribution to all ordering departments, divisions and sections of the City of Houston requiring these items. Within ten (10) working days from written notification by the City Purchasing Agent that the Contractor/Supplier has been awarded the contract agreement, the Contractor/Supplier shall furnish to the Pricing Section of the Strategic Purchasing Division, the number of required copies of its price list(s) bid for use by City Departments. Failure to timely furnish such price lists may result in rescinding the contract award. Each time a Contractor/Supplier submits a revised price list it shall furnish the number of revised price list(s) required to the Pricing Section within ten working (10) days of such revision. Failure to do so may result in rescinding the contract agreement. **THESE PRICE LIST(S) SHALL BE FURNISHED AT NO COST TO THE CITY OF HOUSTON.**

3.3 Original, unaltered, manufacturers' price lists and revisions are requested. If all originals cannot be obtained, at least one (1) original plus photocopies of the original price list may be furnished provided each photocopy is certified as a true and accurate unaltered reproduction of the original. Each reproduced price list must have a notarized signature of authority that is certifying on the face thereof the copy is a true and accurate unaltered reproduction of the original. Although copies may be accepted, **IT IS A MANDATORY REQUIREMENT TO SUBMIT AT LEAST ONE (1) ORIGINAL PRICE LIST IN ORDER FOR YOUR BID TO BE CONSIDERED FOR AWARD RECOMMENDATION.**

3.4 A MINIMUM OF **TEN (10)** PRICE LISTS WILL BE REQUIRED FOR EACH ITEM AWARDED FROM THE SUCCESSFUL CONTRACTOR(S)/SUPPLIER(S) PRIOR TO CONTRACT AGREEMENT AWARD. **THIS IS ONLY A MINIMUM REQUIREMENT OF THE NUMBER OF PRICE LISTS AND IS SUBJECT TO INCREASE ACCORDING TO THE REQUIREMENTS OF THE DEPARTMENTS.** THE SAME OR LIKE QUANTITIES WILL BE REQUIRED FOR SUBMITTAL OF REVISED PRICE LISTS.

3.5 Price lists furnished for these items shall include but shall not be limited to OEM descriptive catalogs and/or supplemental publications that clearly define each part number cost. Electronic media versions are preferred.

3.6 **THE CITY OF HOUSTON RESERVES THE RIGHT TO DUPLICATE THE PRICE LISTS AWARDED FOR DISSEMINATING TO THE DEPARTMENTS.**

GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSES & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:

### 4.0 PRICE ADJUSTMENT:

- 4.1 The price percentage adjustment bid shall remain firm during the full term of the contract agreement. Price adjustments will be determined from the plus or minus percentage applied to the manufacturer's published price list lowest unit price column as originally bid.
- 4.2 The price list(s) submitted with this bid will be in effect from the auction close date of the bids received by the Internet-based reverse auction provider. A price list substitution may be made any time after the contract agreement is awarded. This substitution will be the updated version of the price list submitted with the bid. A letter from the manufacturer stating the new price list submitted is the replacement for the one being replaced must accompany the request. This letter must also state when (date) the new price list was distributed to its distributors/suppliers. **The new price list will not be accepted as a price list substitute if it was distributed and/or in the possession of the Bidder(s) before the bid due date.** No other price list substitutions will be allowed for a period of 12-months from the date of the City's approval letter for the original price list substitution. Following each 12-month period, a request to substitute the price list(s) with revised price list(s) will be allowed subject to the City Purchasing Agent's approval. Substitute price list(s) may only be later revisions to the original price list(s) bid. Acceptance of any revised price list(s) will be considered after the Contractor/Supplier submits the following to the City of Houston City Purchasing Agent; Strategic Purchasing Division; P.O. Box 1562; Houston, Texas 77251:
- 4.2.1 A letter clearly stating **PRICE ADJUSTMENT REQUEST AND NAME AND NUMBER OF THE CONTRACT** in the contents and on the outside of the envelope;
- 4.2.2 Itemized revised price list indicating effective date; and
- 4.2.3 Multiple copies of the revised manufacturer's price list(s) for distribution to participating City departments.
- 4.3 **Price list substitution(s) shall become effective only upon the Contractor's/Supplier's receipt of express written consent from the City of Houston City Purchasing Agent or his designee. No price increase shall be effective until such written consent is received.** If the Contractor/Supplier submits a request for price list(s) substitution in accordance with the above revisions and the City Purchasing Agent fails to approve such request, the Contractor/Supplier may terminate its performance under this contract with a 30-day advance notification in writing. This will be the Contractor's/Supplier's only remedy in the event a price adjustment is not approved. The effective date of the price list(s) change shall be no earlier than 30-days following receipt of written request by the City unless otherwise stated in the approval letter from the City Purchasing Agent or his designee. **No retroactive price changes will be honored for delinquent requests.** The price in effect on the date of issue of the purchase order establishes the price to be paid.
- 4.4 The City of Houston, through its City Purchasing Agent, reserves the right to obtain a different source(s) to meet the requirements for any item(s) on this contract agreement which has increased in price if said item(s) may be obtained at a lower price and if it is deemed in the best interest of the City to do so.

## **5.0 ADDENDA:**

If addenda containing new parts not listed in the price list(s) submitted with the original bid are received by the Contractor/Supplier from the manufacturer, the Contractor/Supplier may submit the addendums having new items identified by part number reference and highlighted in addenda price lists for easy identification to the City Purchasing Agent for consideration. The City Purchasing Agent will allow addenda only upon written acceptance and only new items may be added to the Contract Agreement. No item(s) presently listed in the Contract Price List(s) will be considered from these addenda. All such addenda shall be subject to the requirements of Section 252.048 of the Local Government Code.

## **GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSES & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:**

## **6.0 LOCAL PRESENCE/SOURCE:**



With respect to any goods, materials, equipment, supplies, and parts furnished by it, Contractor/Supplier shall have an authorized facility(s) located within the Houston-Galveston Region (Harris County and its seven adjacent counties, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller). The facility(s) shall have adequate stock levels to support the demand requirements set forth in the Contract Agreement.

## **7.0 INVOICING:**

- 7.1 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.
- 7.2 All delivery tickets must have a description of the commodity delivered.
- 7.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual Purchase Orders.
- 7.4 Delivery tickets and packing slips shall contain the same information as the invoice.
- 7.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

## **8.0 PAYMENT:**

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

## **9.0 INVENTORY AND WAREHOUSE FACILITIES:**

The Bidder shall maintain sufficient inventory to fulfill normal City of Houston requirements. The Bidder must demonstrate its ability to secure and deliver any item within five (5) working days. Twenty-four (24) hour delivery services may be required in some instances; therefore, the Bidder must be able to provide such service. An inspection may be made to determine whether the Bidder actually has in its inventory those items bid. Adequate stock inventory for the City's requirements could be considered a factor in determining an award.

## **10.0 INSPECTIONS AND AUDITS:**

- 10.1 The City reserves all rights to review all payments made to Contractors/Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Contractor/Supplier.
- 10.2 Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime Contract Agreement insofar as those books and records relate to performance under the prime contract.
- 10.3 City representatives may have the right to perform, or have performed, (1) audits of Contractor's/Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this Contract Agreement. Contractor/Supplier shall keep its books and records available for this purpose for at least three years after this agreement terminates. This provision does not affect the applicable statute of limitations.

## **11.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The Bidder shall be an established Contractor/Supplier of the items bid.

GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSES & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:

## **12.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:**

- 12.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the

words, "or equivalent," if not so stated in the specifications herein.

12.2 The burden of proof shall rest with the Bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. **DETERMINATION AS TO WHETHER THE ITEM(S) BID IS(ARE) EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.**

### **13.0 DELIVERIES:**

13.1 The Contractor/Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent or designee. Delivery made without such Purchase Order shall be at Contractor's/Supplier's risk and shall leave the City the option of canceling any contract implied or expressed herein.

13.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.

13.3 Full tare must be allowed and no charges made for packages.

13.4 In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Contractor/Supplier will be deemed non-responsible and will be disqualified from bidding on the contract if it is re-let by the City within ninety (90) days of such termination.

### **14.0 SHIPPING TERMS:**

Prices shall be F.O.B. Destination to the delivery location designated herein or on a Purchase Order. The Contractor/Supplier shall retain title and control of all goods until they are delivered and the Contract Agreement of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor/Supplier. The Contractor/Supplier shall file all claims for visible or concealed damage. The City will notify the Contractor/Supplier promptly of any damaged goods and shall assist the Contractor/Supplier in arranging for inspection.

### **15.0 MATERIALS:**

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The Contractor/Supplier furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The Bidder shall be an established Contractor/Supplier of the items bid.

### **16.0 RESTOCKING (EXCHANGES AND RETURNS):**

There will be no restocking charge to the City for return or exchange of any item purchased under the terms of this Contract Agreement. If the City wishes to return items purchased under this contract, the Contractor/Supplier agrees to exchange, during the term of the Contract Agreement, these items for other items under this Contract Agreement, with no additional charge incurred. Items must be returned to Contractor/Supplier within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor/Supplier shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be issued by the Contractor/Supplier to the City. This return and

### **GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSE & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:**

### **17.0 RESTOCKING (EXCHANGES AND RETURNS) CONTINUED:**

exchange option shall extend for thirty (30) days following the expiration date of the Contract Agreement. All items returned by the City must be unused and in the same merchantable condition as when received. **Items that are special ordered and/or stocked by the Contractor/Supplier at the specific request of the City may be returned only upon approval of the Contractor/Supplier.**

## **18.0 ADDITIONS & DELETIONS:**

The City, by written notice from the City Purchasing Agent to the Contractor/Supplier, at any time during the term of this Contract Agreement, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the Contract Agreement shall be in accordance with the Contract Agreement specification/scope of services, and the charges or rates for items added shall be the same as specified on the bid form. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already under the Contract Agreement, the charges therefore will then be the Contractor's/Supplier's normal and customary charges or rates for the equipment, supplies, locations and/or services classified on the bid form.

## **19.0 FORCE MAJEURE:**

19.1 Timely performance by both parties is essential to the Contract Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

19.2 This relief is not applicable unless the affected party does the following:

19.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

19.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

19.3 The City may perform contract functions itself or Contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Contract Agreement by the City.

19.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement by giving 30 days' written notice to Contractor/Supplier. This termination is not a default or breach of this Agreement. CONTRACTOR/SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

## **20.0 SAMPLES:**

20.1 If requested by the City, the two (2) apparent low Bidders will be required to submit samples of the items proposed within seven (7) days of such request. The samples will be used to determine if the proposed items meet the specifications stated herein.

20.2 **If the Bidder fails to provide samples within the seven (7) day period, as required, the City may reject your bid and not consider it for further evaluation.**

20.3 These samples, if not subject to destructive testing, will be returned to the supplying Contractor/Supplier. A notice will be mailed to the Contractor/Supplier when samples are ready to be released by the City. Contractor/Supplier will have fourteen (14) days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.

## **GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSE & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:**

## **21.0 WARRANTY:**

A minimum warranty of twelve (12) months from Contractor/Supplier and the manufacturer's warranty will be furnished on materials and workmanship shall be provided. The warranty period shall begin the day the City officially accepts the item. Any warranty work is to be completed within five (5) working days after receipt of item.

## **22.0 RELEASE AND INDEMNIFICATION:**

## 22.1 RELEASE:

CONTRACTOR/SUPPLIER RELEASES THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE UNDER THIS AGREEMENT, INCLUDING INJURY, DEATH, OR DAMAGE CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE.

## 22.2 INDEMNIFICATION:

CONTRACTOR/SUPPLIER SHALL DEFEND AND INDEMNIFY THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, AND EXPENSES (INCLUDING ALL DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING THOSE CAUSED BY:

- (1) CONTRACTOR'S/SUPPLIER'S ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S/SUPPLIER'S STRICT OR STATUTORY LIABILITY, WHETHER CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR/SUPPLIER SHALL DEFEND AND INDEMNIFY THE CITY DURING THE TERM OF THIS AGREEMENT AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

### 22.2.1 INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten (10) days. The notice must include the following:
  - (a) a description of the indemnification event in reasonable detail,
  - (b) the basis on which indemnification may be due, and
  - (c) the anticipated amount of the indemnified loss.

The notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

## GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSE & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:

## **22.0 RELEASE AND INDEMNIFICATION (CONTINUED):**

### 22.2.1 INDEMNIFICATION PROCEDURES (CONTINUED):

If the City does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) Defense of Claims:

- (a) Assumption of Defense. Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City.

Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- (b) Continued Participation. If Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

### **23.0 WORKER'S COMPENSATION INSURANCE:**

On any City Contract Agreement with a labor component or any Contract Agreement where Contractor/Supplier delivery people make deliveries for City sites, Worker's Compensation Insurance as shown in the Insurance Section is required.

### **24.0 INSURANCE:**

24.1 If performance of this contract agreement requires Contractor/Supplier to provide labor in addition to supplies, labor and materials, the Contractor/Supplier shall have and maintain in effect insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the contract. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts. Automobile Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT AGREEMENT MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.

24.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.

24.3 All insurance policies required by this contract agreement shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days

GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSE & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:

### **24.0 INSURANCE (CONTINUED):**

written notice to the City before they may be cancelled. Within such thirty (30) day period Contractor/Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor/Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this contract at once.

24.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.

### **25.0 SUCCESSORS AND ASSIGNMENTS:**

Contractor/Supplier may not assign this Contract Agreement or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Contractor/Supplier's failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this Contract Agreement according to its terms.

## **26.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:**

26.1 These provisions apply to goal-oriented contracts. A **goal-oriented** contract means any contract awarded for the supply of goods or non-professional services of approximately \$100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.

26.2 The City of Houston, through Ordinance No. 84-1309 and Council Motion 86-2204, encourages the participation of Minority and Women Business Enterprises in the performance of City contracts. Pursuant to the aforesaid Ordinance and Council Motion, the City has classified the contract that will result from this bid as a Goal-Oriented Contract and the recommended Contractor/Supplier shall be required to make good faith efforts to subcontract at least 0% of the total dollar amount of this contract award ("City of Houston Certified MWBE goal") to either Minority Business Enterprises, Women Business Enterprises, or both, unless otherwise stated in the Bid Form or Specifications. The City Purchasing Agent with the concurrence of the Affirmative Action Director reserves the right to adjust upwards or downwards the designated percentage goal.

## **27.0 TAXES:**

The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes, and will be so construed. A Contractor/Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

## **28.0 AWARD:**

28.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

28.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.

## **29.0 REJECTIONS:**

29.1 Articles not in accordance with samples and specifications must be removed by the Contractor/Supplier and at his expense. All disputes concerning quality of supplies delivered under this invitation to bid will

**GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSE & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:**

## **29.0 REJECTIONS (CONTINUED):**

be determined by the City Purchasing Agent or designated representative.

29.2 All articles enumerated in the invitation to bid shall be subject to inspection on delivery by an officer designated for the purpose and of found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

## **30.0 BRAND NAME:**

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Contractor/Suppliers, but are intended to approximate the quality design or performance, which is desired. Any bid, which proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Invitation to

Bid.

### **31.0 CHANGE ORDER:**

31.1 At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. The Contractor/Supplier shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

31.2 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

#### **CHANGE ORDER**

TO: [Name of Contractor/Supplier]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor/Supplier] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor/Supplier provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent.]

31.3 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:

31.3.1 Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.

31.3.2 If a Change Order describes items that Contractor/Supplier is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor/Supplier.

31.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

#### **GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSE & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:**

### **31.0 CHANGE ORDER (CONTINUED):**

31.4 Whenever the Contractor/Supplier receives a Change Order, Contractor/Supplier shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor/Supplier shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor/Supplier shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor/Supplier is required to perform under this Agreement, Contractor/Supplier may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

31.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

### **32.0 TERMINATION OF AGREEMENT:**

32.1 By the City for Convenience:

The City Purchasing Agent may terminate this Contract at any time upon 30-calendar days notice in writing to

the Contractor/Supplier. Upon receipt of such notice, Contractor/Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and Contracts insofar as such orders and Contracts are chargeable to this Contract. As soon as practicable after the receipt of notice of termination, the Contractor/Supplier shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this Contract to date of termination. The City agrees to compensate the Contractor/Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered under this contract and not previously paid.

### 32.2 By the City for Default by Contractor/Supplier:

32.2.1 In the event that the materials and/or services furnished by the Contractor/Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this contract do not conform to the requirements detailed herein, the City through a written notice from the Purchasing Agent to the Contractor/Supplier describing such default may as its options:

- (a) Terminate the contract for default and the City shall have no further obligation under the Contract.
- (b) Allow the Contractor/Supplier to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Contractor/Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Contractor/Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this contract as of such date and have no further obligation under the Contract.

32.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Contractor/Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Contractor/Supplier and that which the City was forced to pay for covering Contractor/Supplier's failure to deliver or perform services.

### 32.3 By the Contractor/Supplier for Default by City:

32.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of the Contract required to be performed or observed by the City, and the Contractor/Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Contractor/Supplier to constitute default on the part of the City.

## GENERAL TERMS AND CONDITIONS FOR HYDRAULIC HOSE & COUPLINGS FOR SWM DEPARTMENT, CONTINUED:

### **32.0 TERMINATION OF AGREEMENT (CONTINUED):**

#### 32.3 By the Contractor/Supplier for Default by City (Continued):

32.3.2 Upon receipt of such notice in writing from the Contractor/Supplier, however, the City shall have 30 calendar days to cure such default. The Contractor/Supplier, at its sole option, may extend the proposed date of termination to a later date.

32.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Contractor/Supplier may terminate its performance under this contract as of such date.

### **33.0 PATENTS:**

The Contractor/Supplier agrees to indemnify and save harmless the City, the City Purchasing Agent and assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the City Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.



#### **34.0 CONTRACTOR DEBT:**

If Contractor/Supplier, at any time during the term of this agreement, incurs a debt, as the word is defined in section 15-122 of the Houston city code of ordinances, it shall immediately notify the city controller in writing. If the City controller becomes aware that Contractor/Supplier has incurred a debt, she shall immediately notify Contractor/Supplier in writing. If Contractor/Supplier does not pay the debt within thirty (30) days of either such notification, the City controller may deduct funds in an amount equal to the debt from any payments owed to Contractor/Supplier under this Agreement, and Contractor/Supplier waives any recourse therefore.

#### **ATTACHMENT:**

##### **1. EEOC Clause**

## **ATTACHMENT "1"**

### **CITY OF HOUSTON, TEXAS EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Pursuant to City Council Ordinance No. 78-1538, passed August 9, 1978, all contracts entered into by the City of Houston involving the expenditure of Ten Thousand (\$10,000.00) Dollars, or more, shall incorporate the following Equal Employment Opportunity Clause:

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier, or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and workforce statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's or lessee's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**NO BID SHEET  
FOR  
HOSES AND COUPLINGS, HYDRAULIC  
FOR THE  
SOLID WASTE MANAGEMENT DEPARTMENT  
BID INVITATION NO. SC-R-4730-060-21080**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City Hall - City of Houston  
Finance & Administration Department  
Strategic Purchasing Division  
P.O. Box 1562  
Houston, Texas 77251

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason / OR please state by you can not bid for this Procurement.

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Company Name: \_\_\_\_\_  
(Print or Type Name of Company)

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Vendor Number: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_) \_\_\_\_\_

→→ RETURN TO: Buyer – **GREG HUBBARD**  
City Hall - City of Houston  
Finance & Administration Department  
Strategic Purchasing Division  
P.O. Box 1562  
Houston, Texas 77251